

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Petition of T-Mobile USA, Inc, et al.	)	DA 02- 2436
For Declaratory Ruling	)	
	)	
Petition of US LEC Corp For	)	DA-02-2436
Declaratory Ruling	)	
	)	
Developing a Unified Intercarrier	)	CC Docket No. 01-92
Compensation Regime	)	

**REPLY COMMENTS OF VERIZON WIRELESS**

**VERIZON WIRELESS**

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Verizon Wireless hereby submits reply comments in further support of two Petitions<sup>1</sup> for Declaratory Ruling. Although the Federal Communications Commission (“FCC” or “Commission”) has incorporated these Petitions into its pending rulemaking on inter-carrier compensation, the Commission should grant the Petitions immediately because they are clearly justified under existing law.

**I. INTRODUCTION AND SUMMARY**

Not surprisingly, comments are divided on the T-Mobile Petition between rural and small incumbent local exchange carriers (“RLECs”) on the one hand and CMRS providers on the other. The fundamental issue that divides the parties is what inter-carrier compensation mechanism applies in the absence of a negotiated or arbitrated interconnection agreement approved by a state public utilities commission (“PUC”)

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<sup>1</sup> On September 30, 2002, the Federal Communications Commission issued Public Notice, DA-02-2436, establishing a single pleading cycle in CC Docket No. 01-92 for interested parties to file comments on a *Petition for Declaratory Ruling of T-Mobile USA*,

pursuant to Section 252 of the Communications Act of 1934, as amended (“the Act”). The RLECs argue that the interim recovery mechanism should be wireless termination tariffs, despite the fact that wireless tariffs are inappropriate because they provide for unilateral compensation, as opposed to mutual compensation. The obvious problem with the RLECs’ position is that, were they correct, they would have no incentive to negotiate an interconnection agreement, thereby frustrating a key goal of the Act. These carriers also ignore that Section 20.11 of the Commission’s rules, 47 C.F.R. § 20.11, already makes clear that LECs and CMRS providers must pay each other reciprocal compensation at reasonable rates in the absence of an interconnection agreement.<sup>2</sup>

With respect to the US LEC Petition, a majority of commenters agrees that the relief requested by US LEC is consistent with existing law and industry billing practices. The strongest opposition to the US LEC petition is from interexchange carriers (“IXCs”). The relief that the IXCs request, however, would require further affirmative rulemaking by the Commission. The Commission should reject this approach because the Commission can grant the US LEC Petition without changes to the access charge regime.

## **II. THE COMMISSION SHOULD GRANT THE T-MOBILE PETITION BECAUSE EXISTING LAW SUPPORTS THE REQUEST**

As stated in the numerous comments filed by CMRS providers,<sup>3</sup> and even some of the RLECs,<sup>4</sup> Federal law supports the T-Mobile Petition. Several other parties,

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*et al.* (filed September 6, 2002) (“T-Mobile Petition”) and a *Petition for Declaratory Ruling of US LEC* (filed on September 18, 2002 (“US LEC Petition”).

<sup>2</sup> “Reasonable” compensation under Section 20.11 could be bill-and-keep or it could be based on a local rate that the parties pay each other to terminate traffic.

<sup>3</sup> See generally AT&T Wireless, Inc., Cellular Telecommunications & Internet Association (“CTIA”), Cingular Wireless LLC (“Cingular”), US Cellular Corporation (“US Cellular”), and Sprint Corporation (“Sprint”).

however, raise a variety of objections to the T-Mobile Petition. As demonstrated below, none of these objections is grounded in law or supported by fact. The Commission should therefore grant the T-Mobile Petition and find that that under its existing rules, LECs are prohibited from filing tariffs to govern the rates and terms of LEC-CMRS interconnection in the absence of a negotiated or arbitrated agreement. In addition, the Commission should make clear that Section 20.11 of the Commission's Rules, 47 C.F.R. § 20.11, applies to the exchange of traffic between LECs and CMRS providers when they do not have an interconnection agreement in place.

**A. The Commission Should Reject the Various Challenges to the T-Mobile Petition**

Certain parties oppose the T-Mobile Petition on different legal and policy grounds. These arguments vary in form, but they each mischaracterize the nature of T-Mobile's request. The Commission should find each of these arguments without merit.

**1. Filing of the T-Mobile Petition Does Not Violate the FCC's *Ex Parte* Rules**

As a threshold matter, the Montana Local Exchange Carriers ("Montana LECs") allege that the T-Mobile Petition should be dismissed because the filing of a petition for declaratory relief seeking preemption requires the petitioner to serve the petition on interested state agencies, or alternatively first to file a complaint.<sup>5</sup> To the contrary, however, in its Petition, T-Mobile does not seek preemption of state tariff authority, but rather requests clarification that RLECs cannot replace their existing Federal statutory

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<sup>4</sup> See Rural Cellular Association and the Rural Telecommunications Group ("RCA and RTG") at 3-5.

obligations to negotiate and enter into reciprocal compensation arrangements pursuant to Section 251(b)(5) of the Act by filing wireless termination tariffs with state commissions. As demonstrated in the comments of Verizon Wireless in this proceeding, the Commission has already determined that tariffs are inappropriate for this purpose.<sup>6</sup> T-Mobile's request is for the Commission to take action against the *LECs*, and not the states where these LECs have filed state tariffs.

To the extent that there is any argument that the T-Mobile Petition seeks Commission preemption of state tariff authority, the Commission should also reject the Montana LECs' argument that the T-Mobile Petition should be dismissed because the Commission, by placing the T-Mobile Petition on public notice, has effectively cured any alleged defect. Any state commission that has approved a wireless termination tariff has had notice that these tariffs are at issue in this proceeding.

The Montana LECs' reliance on the Commission's ruling in *Logically*<sup>7</sup> is also misplaced. In that case, the Commission ruled that specific provisions of tariffs should be evaluated through the formal complaint process. In the instant proceeding, the Commission is being asked to reaffirm that tariffs as a general matter are not valid substitutes for the negotiation and approval process set forth in Section 252 of the Act, and not whether any specific tariff provisions are valid.

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<sup>5</sup> See Montana Local Exchange Carriers, Motion to Dismiss ("Montana LECs"), at 3.

<sup>6</sup> See Initial Comments of Verizon Wireless, at 3-5. See also *Bell Atlantic v. Global NAPs*, 15 FCC 12946, 12959 ¶ 23 (1999); *Bell Atlantic v. Global NAPs*, 15 FCC Rcd 5997, 6002 ¶ 14, 6004 ¶ 20 (2000); *Bell Atlantic v. Global NAPs*, 15 FCC Rcd 20665, 20671 ¶ 16 (2000).

## **2. The T-Mobile Petition Is Fully Supported by Existing Law**

Some RLECs argued that much of the legal authority supporting the T-Mobile Petition was inaccurate and pre-dates the Telecommunications Act of 1996.<sup>8</sup> To the contrary, both the T-Mobile Petition<sup>9</sup> and the initial comments of Verizon Wireless provide extensive support for the legal conclusion that a LEC cannot fulfill its obligations to negotiate or arbitrate inter-carrier compensation as set forth in Sections 251 and 252 by filing a wireless termination tariff.<sup>10</sup> The only pre-Act precedent that T-Mobile relied on in part was the FCC's finding that a party cannot meet its duty to negotiate in "good faith" by the mere filing of a tariff.<sup>11</sup> Neither the Act nor the FCC's implementation thereof repealed the FCC's rules that existed prior to the Act governing LEC- CMRS interconnection arrangements. The FCC instead expanded upon these requirements.<sup>12</sup>

## **3. Wireless Termination Tariffs Cannot be Justified as a Means to Encourage Good Faith Negotiations**

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<sup>7</sup> See *Communique Telecommunications, Inc., d/b/a Logically, Application for Review of the Declaratory Ruling and Order Issued by the common Carrier Bureau*, Memorandum Opinion and Order, 16 FCC Rcd 13635, 13650 (rel. August 9, 1999).

<sup>8</sup> John Staurakis, Inc. ("JSI") at 2; Michigan Rural Incumbent Local Exchange Carriers ("Michigan RLECs") at 5.

<sup>9</sup> T-Mobile Petition at 9.

<sup>10</sup> *Supra*, note 6.

<sup>11</sup> T-Mobile Petition at 8-9 (citing *Second Radio Common Carrier Order*, 2 FCC 2910, 2916 ¶ 56).

<sup>12</sup> See *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, First Report and Order, 11 FCC Rcd 15499 (1996) at ¶¶ 1023-1024 ("*Local Competition Order*"): "By opting to proceed under Sections 251,252, we are not finding that Section 332 jurisdiction over interconnection has been repealed by implication, or rejecting it as an alternative basis."

Many RLEC commenters have suggested that wireless termination tariffs are necessary to force CMRS providers to initiate a formal request for interconnection pursuant to Section 252(a) of the Act.<sup>13</sup> Without such a request, some RLECs have argued they cannot force CMRS to negotiate reciprocal compensation arrangements in good faith.<sup>14</sup> Others have argued that the FCC should clarify that CMRS carriers have a duty to initiate interconnection arrangements in good faith with LECs. As a legal matter, these RLECs are wrong. The law imposes no such duty on CMRS providers. If anything, Section 252 places the responsibility to negotiate on LECs.<sup>15</sup> In any event, the plain fact is that even when CMRS providers have initiated a request, some LECs ignore it. This is why FCC action is needed.

The plain meaning of the Section 252(a)<sup>16</sup> does not create a “duty” for any party to initiate interconnection arrangements. Section 251(b)(5), however, requires *all LECs*

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<sup>13</sup> See Montana LECs at 4; Organization for the Promotion and Advancement of Small Telecommunications Companies (“OPATSCO”) at 3-5; Minnesota Independents (“MIC”) at 2; JSI at 3; National Telecommunications Cooperative Association (“NCTA”) at 3.

<sup>14</sup> See OPATSCO at 5; JSI at 3; Montana LECs at 4. (In addition to providing “incentive rates”, Montana LECs argue that they need wireless termination tariffs to block traffic indirectly routed through other LECs’ tandems.)

<sup>15</sup> Some LECs may be subject to temporary rural exemptions from the duties imposed by Section 251(c)(1)-(6), and under more limited circumstances, Section 251(b), where a state commission rules on a petition granting such relief pursuant to Section 251(f)(2) of the Act. Unless a rural LEC is granted an exemption under 251(f)(1) or 251(f)(2), the LEC has both a duty to negotiate reciprocal compensation arrangements under Section 251(b)(5) and a duty to negotiate in good faith pursuant to section 251(c)(1).

<sup>16</sup> See 47 U.S.C. § 252(a): “Upon receiving a request for interconnection, services, or network elements pursuant to Section 251, and incumbent local exchange carrier may

to establish interconnection arrangements.<sup>17</sup> CMRS providers do not have a similar duty. Consistent with this difference, the FCC has noted on at least two occasions that Sections 251 and 252 are designed to encourage competition among incumbents and new entrants by imparting different levels of obligations on different categories of common carriers.<sup>18</sup>

Moreover, it has been the experience of Verizon Wireless that it is the RLECs themselves, and not CMRS providers, that are unwilling to negotiate in good faith the terms of interconnection and reciprocal compensation arrangements. When CMRS carriers “indirectly” route traffic to NPA NXXs that are homed off an ILEC’s tandem, they forward the traffic to the tandem provider for completion. In most instances, the wireless carrier is not even aware that it is sending traffic to an independent LEC subtending the tandem provider’s tandem until it receives a bill from the terminating carrier. Once the CMRS provider receives a bill, the CMRS provider will often not

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negotiate and enter into a binding agreement with the requesting telecommunication carrier or carriers without regard to the standards set forth in sections (b) and (c) of section 251.” (The language of this provision clearly indicates that a requesting telecommunications carrier is not obligated to seek local interconnection arrangements.)

<sup>17</sup> See 47 U.S.C. § 251 (b)(5): “OBLIGATIONS OF ALL LOCAL EXCHANGE CARRIERS- Each local exchange carrier has the following duties... (5) RECIPROCAL COMPENSATION.- The duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.” (As compared to the language in Section 252(a), Congress imparts on LECs, and not CMRS providers, an affirmative duty to enter reciprocal compensation arrangements.)

<sup>18</sup> See *Local Competition Order*, ¶ 152. See also *Petitions of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc. and for Expedited Arbitration, et. al.*, CC Docket Nos. 00-218, 00-249, 00-251, DA 02-1731 (July 17, 2002) (“Virginia Arbitration Order”) at ¶ 118. (“The Commission held in another context, that a ‘fundamental purpose’ of Section 251 is to ‘promote the interconnection of all telecommunications networks by ensuring that incumbent LECs are not the only carriers that are able to interconnect efficiently with other carriers.’”)

initiate interconnection negotiations with that LEC until the volume of traffic between the parties justifies a negotiated arrangement. Even after they receive a request to negotiate pursuant to Section 252(a) of the Act, some LECs simply ignore the request and continue to demand payment at rates that are substantially higher than those paid to other independent and larger LECs.

The Commission should reject the RLECs' argument that these so-called "incentive rates" are necessary to encourage CMRS providers to initiate interconnection requests. Although Section 251(b)(5) requires only LECs to establish reciprocal compensation arrangements, according to Section 251(c)(1), both incumbent local exchange carriers and requesting carriers have the duty to negotiate in good faith.<sup>19</sup> In addition, contrary to the claims of many RLECs, Sections 252(a)-(b) authorize "any party to a negotiation," not just the requesting carrier, to seek arbitration or mediation.<sup>20</sup>

In the *Local Competition Order*, the FCC considered adopting specific requirements to further good faith negotiation but declined based on its finding that "Congress specifically contemplated that one or more of the parties may fail to negotiate in good faith, and created at least one remedy in the arbitration process."<sup>21</sup> The Commission further concluded that the inclusion of mediation as a potential remedy was

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<sup>19</sup> See 47 U.S.C. § 251(c)(1): "DUTY TO NEGOTIATE- The duty to negotiate in good faith in accordance with Section 252 the particular terms and conditions of agreements to fulfill the duties in paragraphs (1) through (5) of subsection (b) and this subsection. The *requesting telecommunications carrier* also has the duty to negotiate in good faith the terms and conditions of such agreements." [Emphasis added].

<sup>20</sup> See 47 U.S.C. §§ 252(a), 252(b).

<sup>21</sup> See *Local Competition Order*, ¶ 143.

intended to facilitate good faith negotiations,<sup>22</sup> and that either the state commission, court, or the FCC could review whether parties were acting in good faith on a “case-by case” basis.<sup>23</sup> Certain LECs should not be able to change the statutory construct through the use of the state tariff process. Such a result is inconsistent with the interconnection regime favoring negotiated and arbitrated agreements adopted by Congress.

#### **4. Indirect Interconnection Issues Are Irrelevant**

Certain LECs attempt to obscure the issues in this proceeding by raising matters related to indirect interconnection. For instance, some LECs claim that CMRS providers use indirect arrangements to avoid paying the LECs to terminate their traffic,<sup>24</sup> while others argue that CMRS carriers “unilaterally” implement bill-and-keep arrangements on subtending LECs.<sup>25</sup> Contrary to these claims, CMRS providers implement indirect interconnection arrangements to avoid the expense of direct trunking where traffic volumes are low, not to avoid reciprocal compensation obligations. Others assert that they cannot identify the CMRS carriers sending them traffic where such traffic is routed through the tandem of another carrier.<sup>26</sup> In Verizon Wireless’s experience, the tandem

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<sup>22</sup> See 47 U.S.C. § 252(a)(2): “Any party negotiating an agreement under this section may at any point in the negotiation, ask a State commission to participate in the negotiations and to mediate any differences arising in the course of the negotiation.”

<sup>23</sup> See *Local Competition Order*, ¶ 150.

<sup>24</sup> Montana LECs at 4; Missouri Small Telephone Company’s Group (“MSTCG”) at 8-10; JSI at 4.

<sup>25</sup> JSI at 3; Fred Williamson and Associates, Inc. on behalf of Chouteau Telephone Company, et. al. (“FWA”) at 3.

<sup>26</sup> Oklahoma Rural Telephone Companies (“OK RTCs”) at 4; MIC at 1, FWA at 3; OPATSCO at 4.

providers will routinely provide usage reports, which enable the subtending LEC to bill third-party carriers. Some parties even advocate that an alternative to negotiations should be adopted to force carriers to negotiate in good faith.<sup>27</sup> The Commission should reject these arguments because wireless termination tariffs are inappropriate regardless of whether they are for direct or indirect interconnection.

The RLEC criticisms that CMRS use indirect arrangements to avoid reciprocal compensation obligations are unfounded. As demonstrated above, Verizon Wireless has sought reciprocal compensation but has been rebuffed by small incumbent LECs that will not negotiate reciprocal compensation arrangements for traffic that is indirectly routed through a transiting LEC. Contrary to the RLEC claims, CMRS providers use indirect arrangements not to avoid paying RLECs for their services but because they are efficient given the low volumes of traffic between RLECs and CMRS providers. Even the RLECs concede that negotiating direct interconnection arrangements with CMRS carriers is costly and administratively infeasible.<sup>28</sup>

Some RLECs seek an expansion of the scope of Section 251(g) of the Act in order to reduce their obligations to provide reciprocal compensation for traffic that is subject to reciprocal compensation under the Act and Commission's rules.<sup>29</sup> Section 51.701(b)(1)

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<sup>27</sup> See Montana LECs at 5. See also NCTA at 4-5; TCA at 5 ("TCA recommends the Commission adopt a specific inter-carrier compensation regime for wireline to wireless traffic originating and terminating in rural company areas.")

<sup>28</sup> See TCA at 6; Montana LECs at 6 ("Finally, the CMRS Carriers correctly note that in some cases the traffic volume between and individual CMRS Carrier and an individual small rural LEC will be too small to justify the expense of interconnection negotiations".)

<sup>29</sup> See *infra* note 31.

defines the scope of traffic exchanged between LECs and CMRS providers that is subject to the reciprocal compensation obligations of Section 251(b)(5).<sup>30</sup> Despite the clarity of this rule, some commenters still argue that intraMTA LEC-to-CMRS traffic that is routed indirectly is subject to the access charge regime simply because it is completed outside of the originating carrier's local service area boundary.<sup>31</sup> In promulgating its rules implementing the reciprocal compensation provisions of the Act, the FCC considered and rejected this same argument.<sup>32</sup> Given the comments that fail to acknowledge that this issue has been settled, the FCC should confirm that intraMTA land-to-mobile traffic that is indirectly routed through the tandem services of another LEC to a CMRS carrier's network is subject to Section 251(b)(5) of the Act, regardless of the local exchange boundary of the third-party LEC.

#### **5. AT&T's Attempt to Avoid Payment of IXC Access Charges Is Absurd**

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<sup>30</sup> See 47 C.F.R. § 51.701(b). See *Local Competition Order*, ¶ 1036: (“Accordingly, traffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under Section 251(b)(5), rather than interstate and intrastate access charges.”)

<sup>31</sup> See MSTCG at 22 (“If the wireless carrier subscribes to a wide area calling plan, then it must pay the LEC the toll charges on those LEC originated calls.”) See also Alliance of Incumbent Rural Independent Telephone Companies (“Alliance RTCs”) at 18; FWA at 4; OK RTC at 12-13. These comments argue that any land-to-mobile call that terminates outside of the LEC's service area boundaries require the LEC to use an IXC or tandem provider (usually a BOC).

<sup>32</sup> See *Local Competition Order*, ¶ 1035. As explained in the FCC's *Local Competition Order*, “With the exception of *traffic to or from CMRS network*, state commissions have the authority to determine what geographic areas should be considered “local areas” for the purposes of establishing reciprocal compensation obligations under Section 251(b)(5)...” [emphasis added].

The RLECs are not the only carriers opportunistically asking the Commission in this proceeding to ignore the 1996 Act and its own rules. AT&T requests in its comments that the FCC refrain from issuing a declaratory ruling prohibiting LECs from filing wireless termination tariffs to avoid the contractual negotiation requirements of the 1996 Act, unless IXC's are granted similar relief. AT&T's request is contrary to Section 251(g), which expressly excludes traffic subject to the access charge regime from the reciprocal compensation obligations of Section 251(b)(5). Both the plain meaning of the Act and the *Local Competition Order* clearly exempted IXC's from the reciprocal compensation regime set forth by Section 251(b) of the Act.<sup>33</sup> The relief AT&T requests is legally unsupported and completely unrelated to the T-Mobile Petition.

**B. In the Absence of an Approved Interconnection Agreement, Section 20.11 of the FCC's Rules Governs LEC-CMRS Interconnection**

As discussed above, the relief requested in the T-Mobile Petition is necessary to clarify what interconnection arrangements and pricing standards should govern the principles of reciprocal compensation in the absence of a negotiated interconnection agreement. Contrary to the claims of some RLECs, there is already a Commission mechanism in place to deal with interconnection between LECs and CMRS providers absent an agreement. Rule 20.11 established such a mechanism. According to Section 20.11, reciprocal compensation must be bilateral and rates must be reasonable. Tariffed interconnection rates that are based on access elements or "incentive" charges are not reasonable or reciprocal, and they are therefore unlawful pursuant to this provision.

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<sup>33</sup> See *Local Competition Order*, ¶ 1036.

### III. THE COMMISSION SHOULD GRANT THE US LEC PETITION

Verizon Wireless supports the relief requested by the US LEC Petition. Similarly to the T-Mobile Petition, the Commission can grant the US LEC Petition based on existing precedent and long-recognized industry practices.

The majority of commenters, with the notable exception of IXC's, support the ability of local exchange carriers to recover access charges for traffic that ultimately originates or terminates on a CMRS network.<sup>34</sup> Many CMRS-LEC access-sharing arrangements have been in place since 1996 Act. The Commission recently reaffirmed that CMRS providers are entitled to charge for the access services they provide.<sup>35</sup> Since the *Sprint Declaratory Ruling*, however, some IXC's have refused to pay CMRS access charges or enter contracts that would permit CMRS providers to collect access charges without resorting to litigation. Thus, the practical impact of the *Sprint Declaratory Ruling* has diminished any incentive the IXC's might have to either directly or indirectly enter contractual arrangements with CMRS providers. Put more directly, IXC's are seizing on that ruling to evade their obligations to pay LEC's who have shared billing arrangements with CMRS providers. The IXC's' position is untenable. If they believe that a LEC's tariffed rates are unreasonable, they can challenge those rates in a complaint

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<sup>34</sup> See generally Montana LECs at 2; OPATSCO at 8; ICORE at 3; Alliance RTCs at 2-3; MIC at 1; RCA and RTG at 1-2; FWA at 2; NCTA at 10; Warinner, Gesinger & Associates, LLC ("WGA") at 2.

<sup>35</sup> See *Petitions of Sprint PCS and AT&T Corp. for Declaratory Ruling Regarding CMRS Access Charges*, Declaratory Ruling, 17 FCC Rcd 13192 (July 2, 2002) ("*Sprint Declaratory Ruling*"), appeal lodged, *AT&T Corp. v. FCC*, No. 02-1221 (D.C. Cir. filed July 9, 2002).

proceeding. But they cannot refuse to pay merely because the LEC may share a portion of the charges it collects with a CMRS provider.

As Verizon Wireless explained in its initial comments on the US LEC Petition, the FCC has long recognized the validity of single billing arrangements for the provision of access services that are jointly provided by the facilities of more than one carrier. Just as the FCC has endorsed these kinds of arrangements,<sup>36</sup> industry standards have also developed to govern them. Industry guidelines for “the billing of access and interconnection services provided to a customer by two or more providers” define that CMRS are providers of access services to IXC’s.<sup>37</sup> The ATIS guidelines also provide for a “Single Bill-Single Tariff” option, which enables one carrier (“Billing Carrier”) to bill at rates contained in its tariff for access services, even though the Billing Carrier does not provide all of the services but uses another carrier’s facilities.<sup>38</sup>

Based on the FCC’s own finding that single billing arrangements are consistent with the public interest,<sup>39</sup> and the widespread acceptability of the Single Bill-Single Tariff billing option, the FCC should confirm that IXCs are obligated to pay for access

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<sup>36</sup> See *Waiver of Access Billing Requirements and Investigation of Permanent Modifications*, Memorandum Opinion and Order, CC Docket No. 86-104, 2 FCC Rcd 4518 (1987) (“Waiver Order”).

<sup>37</sup> See *ATIS/OBF MECAB-007* (February 2001). The definition of local exchange carriers includes: “WSP: Wireless Service Provider (which includes CMRS (Commercial Mobile Radio Service), PCS (Personal Communications Services), etc. A company whose network provides service to an end use through the use of airwaves.”

<sup>38</sup> *Id.* at 4-3: “The billing company renders a bill to the customers for all portions of the service. The other providers render a bill to the billing company that portion of the service that they provide. The billing company remits payment to the other providers.”

<sup>39</sup> See *Waiver Order*, ¶ 22.

services when they are provided by multiple access service providers, including CMRS providers, using these kinds of inter-carrier arrangements.

### **CONCLUSION**

For the foregoing reasons, Verizon Wireless requests that the FCC grant the relief requested in the instant Petitions, and do so immediately, rather than defer action until it resolves the many issues raised by the inter-carrier compensation rulemaking.

Respectfully submitted,

**VERIZON WIRELESS**

A handwritten signature in black ink that reads "John T. Scott, III". The signature is written in a cursive style with a horizontal line underneath the name.

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Dated: November 1, 2002

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 1<sup>st</sup> day of November copies of the foregoing "Reply Comments of Verizon Wireless" in CC Docket 01-92 were sent by hand delivery to the following parties:

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A handwritten signature in black ink, reading "Sarah E. Weisman". The signature is written in a cursive style with a horizontal line underneath the name.

Sarah E. Weisman